

Contract no. 1309

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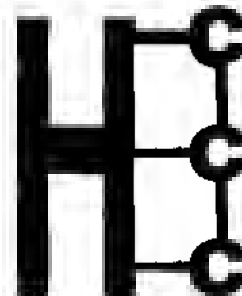
**Hudson County Community College
Professional Association**

and
Hudson County Community College

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INSTITUTE OF MANAGEMENT
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RUTGERS UNIVERSITY



AGREEMENT

BETWEEN:

HUDSON COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION

-and-

HUDSON COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION

JULY 1, 1991 - JUNE 30, 1994

Prepared by:

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Totowa, New Jersey 07512

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AGREEMENT

This Agreement made this 12TH day of ~~October~~ NOVEMBER, 1991, between Hudson County Community College (hereinafter referred to as the "College") and Hudson County Community Professional Association, (hereinafter referred to as the "Association").

WITNESSETH:

Whereas, the Public Employment Relations Commission certified the Association as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all terms and all conditions of employment for those referred to herein within the meaning of the Act; and,

Whereas, this certification requires the College to recognize the Association as the exclusive representative for the purposes of collective negotiations with respect to wages, hours and all terms and all conditions of employment for these College employees. Now therefore, the College and the Association mutually agree as follows:

ARTICLE I
RECOGNITION

A. Unit

1. The Board of Trustees of Hudson County Community College recognizes the Hudson County Community College Professional Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all Association members presently employed and hereafter employed by the Board, including only:

- (a) Full-time faculty including instructors, assistant professors, associate professors and professors; elected department chairs;
- (b) Counselors;
- (c) Career Skills Specialists;
- (d) Instructional support coordinators including Laboratory Coordinators and Tutorial Coordinators;
- (e) Skills Specialists.

The following positions, classifications, and titles are, however excluded:

All managerial executives, confidentials, supervisors, nonprofessional security and craft employees, all other employees included in any other collective negotiations unit and all other employees employed by the Hudson County Community College.

B. Definitions

1. The term "Board" shall mean the Board of Trustees of Hudson County Community College, Hudson County, State of New Jersey or its duly designated agent(s).

2. The term "Association" as used in this Agreement shall mean the Professional Association of Hudson County Community College, the recognized majority representative for the negotiation unit.

3. The term "College" as used in this Agreement shall mean Hudson County Community College of Hudson County, State of New Jersey or its duly designated agent(s).

4. The term "parties" when used in this Agreement shall mean the College and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.

5. Unless otherwise indicated, the term "unit member" shall refer to all professional employees represented by the Association in the negotiating unit as listed in paragraph (A)(1) of this Article.

6. The term "s/he" shall refer to male and female unit members.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement no later than March 1, 1994.

B. During collective bargaining, the Board and the Association shall exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. The Agreement shall not be subject to change nor shall there be further negotiations throughout the duration of the Agreement except by mutual consent between the parties.

E. When an impasse has been reached, either party may appeal to the Public Employment Relations Commission (PERC) pursuant to N.J.A.C. 19:12-3.1.

F. The parties undertake to cooperate in arranging meetings at mutually convenient times and places and otherwise constructively considering the resolution of any such matters.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

H. The Board shall make available to the Association within ten (10) working days or as soon as practical information requested in writing by the Association which is relevant to negotiations or to the proper enforcement or implementation of this Agreement.

ARTICLE III

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

1. The College agrees there shall be no discrimination, and all practices, procedures and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, sexual orientation or political views or activities.

2. The College agrees not to interfere with the right of employees to become members of the Association. There shall be no discrimination, interference, restraint, or coercion by the College or any of its representatives against any employee covered by this Agreement because of Association membership or non-membership in the Association or because of any activity by such employee permissible under law or this Agreement on behalf of the Association. The Association, its members or agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

B. Savings Clause

Except as otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to reduce the academic or professional rank of any unit member.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract or job description between the Board and an individual unit member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract

job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.

E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the College and the Association. The parties shall mutually agree on a printer.

F. Notices

All notices, requests or other communications hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if mailed U.S. prepaid certified mail, return receipt requested, to the following:

As to College:

Donald Scarinci, Esq.
Scarinci & Pelio
195 Route 46 West
Totowa, New Jersey 07512

Dean Edmund Rutkowski
Hudson County Community College
901 Bergen Avenue
Jersey City, New Jersey 07306

As to Association:

Mr. Richard Petersen
N.J.E.A. Rep
Cranbury Plaza
2525 Route 130
Bldg. D
Cranbury, New Jersey 08512

Dr. Theodore Kharpertian, President
Hudson County Community College
Professional Association
2737 Kennedy Boulevard
Jersey City, New Jersey 07306

ARTICLE IV

ASSOCIATION - BOARD RELATIONS AND RIGHTS

A. Board Meetings

1. The agenda shall be furnished to the Association President in advance of the upcoming Board meetings, as available, upon request.

2. The Board agrees to furnish the Association a copy of the packet issued to the Board of Trustees after each Board Meeting.

B. Association Rights

1. The Association and its representatives shall have the right to use College facilities without charge for meetings and related purposes, when said use does not interfere with the operation of the College.

2. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided it does not interfere with duties and responsibilities of the individuals involved or with the operation of the College.

3. The Association shall have the right to use College facilities and equipment (including typewriters, mimeographing machines, other duplication equipment, calculating machines, computers, and all types of audiovisual equipment) provided such use shall not interfere with the operation of the College. The Association will be billed for the reasonable cost of all materials and supplies incident to such use.

4. The Association shall have the right to post notices of its activities and matters of Association concern on College bulletin boards.

5. The Association may use the interoffice mail service and mailboxes for communications to unit members, including Association-wide distribution.

6. The College shall provide the Association with adequate office space, desk and telephone. Said telephone costs shall be provided by the Association.

7. Whenever any representative of the Association or any unit member is scheduled by the parties to participate during working hours in negotiations, grievance proceedings,

conferences or meetings, s/he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities.

8. The Association shall have available ten (10) personal days a year for Association business in accordance with Article XXV, "Association Activities."

9. Upon request the President of the Association or his designee shall be provided with access to all unit members' schedules from appropriate administrators as soon as practical after the third week of each semester.

10. The College shall provide to the Association on a semi-annual basis a list of all positions in the unit and a list of all newly hired employees within the unit.

C. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the College hereby agrees that every employee of the College shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any unit member in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

D. Management Rights

1. The College hereby retains and reserves onto itself without limitation all powers, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

2. The College has and is vested with all the lawful, customary and usual rights, powers, functions and authority of management.

3. The Association further recognizes that the management of the College and its workforce and the control of its properties are the prerogatives of the college.

E. Hearings

Whenever any unit member is required to appear at a hearing before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely effect the continuation of that unit member in his/her office, position or employment or the salary or any increments pertaining thereto, then e/he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

F. Discipline

1. No employee shall be discharged, suspended or disciplined without just cause.

2. Procedure: Progressive discipline procedure shall be used whenever possible. Serious breaches of discipline may require immediate suspension or dismissal rather than counselling, warning or written reprimand.

3. Immediate Suspension: When the presence of the employee is determined to be dangerous to the welfare of the employees or detrimental to the interest of the College, the appropriate Dean or his/her designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing.

4. Notice to the Association: The Association will be notified of all formal disciplinary actions.

G. Association Identification

No unit member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

DUES DEDUCTION

A. The College agrees to deduct dues for the Association from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the College a current written assignment, individually and

voluntarily executed by the employee. The Association shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the College.

B. The College will deduct the current uniform dues from the pay of the employee at every pay period (faculty over 10 months) provided if an employee has no pay due for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The College will deduct from the pay of the employee(s) in any pay period only dues incurred while an individual has been in the employ of the College and only such amounts becoming due and payable in such pay period in accordance with applicable law.

C. In the event that a refund is due any employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such employee to obtain appropriate refund from the Association.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College notice of the change on August 1 of each year.

E. The Association shall indemnify and hold the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of action taken or not taken by the College for purpose of complying with the provisions of this Article. Legal service with regard to same shall be provided by the Association.

F. Employees may only request deduction for the payment of dues to the duly certified majority representative.

G. Non-members of the unit shall be assessed a fee equal to eighty-five percent (85%) of the annual dues in accordance with the applicable statute.

ARTICLE VI

FACILITIES AND PARKING

A. Unit Members Facilities

1. Where possible each unit member shall be provided with a completely enclosed individual office in a quiet area.

2. The College shall place on each unit member's office door a nameplate and schedule holder.

3. In the event there are no lockable doors, the desk and file cabinet shall have locks.

4. Each unit member shall be provided with a suitable desk, an appropriate chair, shelf space, file cabinet and the necessary supplies to perform his/her duties.

5. Every effort will be made to provide adequate secretarial service for all unit members.

6. Photocopy facilities shall be made available to all full-time unit members for College purposes at any time the College is open.

7. Every effort shall be made to reduce and keep to a minimum the noise level in the unit member office areas and adjoining corridor areas. Unit members may request an office space reassignment according to seniority.

8. Every effort shall be made to provide one staff lounge of adequate size in each building, which is suitably equipped and furnished with access to restrooms for exclusive use by staff.

9. The College will provide twelve (12) cubicles by June 30, 1990, to be utilized by the Academic Foundations, English and Humanities Division Faculty.

10. Every effort will be made to provide enclosed offices for all counselors by June 30, 1990.

B. Parking

1. Parking shall be on an availability basis. This will not adversely affect those unit member who currently have assigned parking spaces.

2. A committee on parking will be formed with members of the Association and the College being on said committee.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definitions

1. Contractual Grievance: A dispute which may arise between the parties concerning the application, meaning or interpretation of an express provision of this Agreement. Promotion and tenure will not be subject to the grievance procedure.

2. Non-Contractual Grievance: A misapplication, misinterpretation or violation of a policy or administrative decision, evaluation, tenure, non-renewal or disciplinary matters of three day suspension or less including counseling, warnings, reprimands. Exception: suspension of three days for the third time within one fiscal year may go to binding arbitration.

C. Grievance Forms

The grievance form shall be jointly prepared by the College and the Association.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step One: (a) The grievant or the Association shall institute action in writing signed and delivered to the appropriate dean within thirty (30) working days of the occurrence complained of, or thirty (30) working days after s/he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by any employee who is an Association representative. The grievant or the immediate supervisor may request a meeting to discuss the grievance.

(b) The appropriate dean shall render a decision in writing within fifteen (15) working days after receipt of the grievance.

(c) During the first thirty (30) working day period, nothing shall prevent the employee and/or his/her representative from discussing the matter informally with the employee's immediate supervisor (the appropriate division chair, dean, or director) prior to filing the grievance.

Step Two: (a) In the event the grievance has not been satisfactorily resolved at Step 1 either the grievant or the Association may file the written grievance on an approved form with the President within ten (10) working days of the

Association's receipt of the response or the expiration of the time to respond at Step 1.

(b) The President or his designee shall respond in writing to the grievance within fifteen (15) working days of the receipt of the grievance at this step.

Step Three: (a) In the event the grievance has not been satisfactorily resolved at Step 2 either the grievant or the Association may file the written grievance on an approved form with the Board within ten (10) working days of the Association's receipt of the response or the expiration of the time to respond at Step 2.

(b) The Board or its Representative Committee shall respond in writing to the grievance within thirty (30) working days of the receipt of the grievance at this step.

Step Four: In the event the grievance has not been satisfactorily resolved at Step 3, the Association, and only the Association, may submit the matter to binding arbitration in accordance with the procedures of the Public Employment Relations Commission on the following conditions:

Arbitration

1. The request for arbitration shall be filed by the Association;

2. The request for arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time to respond at Step 3; and

3. The grievance is a contractual grievance as defined in (B)(1) of this Article.

E. Miscellaneous Provisions

1. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration is final.

2. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that step.

3. Class grievances may be filed at Step 2 by the Association within its discretion.

4. Written dispositions of all grievances at all Steps shall be forwarded to the Association representative.

5. In the event of arbitration the costs of the arbitrator's services shall be shared equally by the parties, except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.

6. Time limits shall be strictly adhered to; and a grievance not raised or processed within the time allotted shall be deemed to be abandoned, unless mutually agreed by the parties in writing.

7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.

8. The costs of a stenographer shall be borne by the party obtaining the record and the appropriate rules of the Public Employment Relations Commission shall apply.

F. Duties of the Arbitrator

1. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) working days from the closing date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this agreement have occurred.

ARTICLE VIII

PERSONNEL FILE

A. Each member of the bargaining unit will have on file in the Personnel Department a personnel file. This file will be considered the official personnel file for the member of the Association. The Dean of Academic Affairs will also maintain a copy of pertinent components of each file for individual faculty members.

B. Upon notice of at least one day to the Personnel Department, the personnel file shall be made available to any unit member on a working day from the hours of 9:30 a.m.

to 4:30 p.m. upon the signature of the member of the Association requesting to see his/her file in the Personnel Department. When the unit member is reviewing the personnel file, the Director of Personnel or an appropriate administrator shall be present. The following material contained in the personnel file shall not be made available to the individual:

1. Character and job references from outside sources;
2. Transcripts restricted by the sending institution.

C. The personnel file shall, when applicable, contain but not be limited to the following:

1. The member's signed application form;
2. The member's transcripts supporting his/her claim to academic work;
3. Documents supporting his/her claim to professional training;
4. The applicant's original academic rank and step recommendation;
5. All documents relating to the performance of the employee;
6. All employment contracts signed by the individual;
7. All records and transcripts and other relevant documents supporting the unit member's claim to continued growth after initial placement may be placed in the file by the unit member.

D. Any document other than those of a confidential nature mentioned above, shall only be inserted in the individual member's personnel file by appropriate college supervisory personnel with simultaneous written notification to the member. All documents which are placed in the individual member's personnel file by the College must be signed and dated by the individual responsible for its content and/or the placement of the document in the file.

E. The individual member shall have the right to respond to any non-confidential document within thirty (30) calendar days from its placement in his file. This response shall be signed and dated and shall become part of his/her personnel file.

F. The College will be responsible for the safekeeping of all personnel files. Files will not be removed from the

safekeeping of the Personnel Department or the Dean of Academic Affairs Office.

G. Upon termination of employment the former employee shall have the right of access to his/her personnel file.

H. Consistent with the requirements of Paragraph B above, an individual may make one (1) copy of each item contained in his/her files that is not restricted by Paragraphs (B)(1) and (2) above. Such copies shall be made by the Personnel Office which shall charge the individual five (5) cents per copy. All such material copies shall be for the sole and exclusive use of the individual.

ARTICLE IX

LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be defined as a required absence from work due to a personal illness, accident or exposure to contagious disease.

2. The College may require a supporting certificate from the employee's attending physician for repeated and extended patterns of absence.

3. Sick leave for twelve (12) month employees shall be earned at the rate of 1.41 days per month up to seventeen (17) days per year.

4. Sick leave for ten (10) month employees shall be earned at the rate of 1.41 days per month up to 14 days per year.

5. Unused sick leave shall accumulate without limitation.

6. Employees shall notify their immediate supervisor or designated person of the intended absence due to illness at least fifteen (15) minutes prior to or after the employee's scheduled starting time.

7. An employee who fails to report to work when scheduled and fails to notify the immediate supervisor of the intended absence, shall not be paid for the absence. The College reserves the right to waive the foregoing requirements due to extenuating circumstances.

8. If an employee incurs a work related injury such employee shall not be required to utilize the sick leave allowable under Paragraphs 3 and 4.

9. Where the College decides a pattern of sick leave abuse, the College may require a certificate from a duly licensed physician.

10. The Personnel Office shall inform each unit member on or before September 1 of each year as to the number of sick and personal days accumulated to his/her credit on that date.

B. Bereavement Leave

1. In the event of the death of a full-time employee's spouse, parent, child, sibling, the employee shall receive pay for the five (5) consecutive work days following the death on which the employee would have otherwise worked.

2. In the event of the death of a full-time employee's grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, grandparent, son-in-law, or daughter-in-law, the employee shall receive pay for the three (3) consecutive work days following the death on which the employee would have otherwise worked.

3. In the event of the death of a full-time employee's brother-in-law or sister-in-law, the employee shall be entitled to pay for up to one (1) work day following the date of death during which the employee would have otherwise worked.

C. Personal Leave

1. Unit members are eligible for three (3) days of personal leave each year. Unused personal leave time shall be added to accumulate sick leave.

2. Except in the case of emergency, request for personal days should be made in writing to the employee's immediate supervisor at least three (3) days in advance of the requested personal day(s).

3. Personal leave may be scheduled in units of one-half (1/2) day and may be taken in conjunction with other types of paid leave.

D. Sabbatical Leave

Sabbatical leaves shall be recommended by the President of the College to the Board subject to the following conditions:

1. To be eligible a unit member must have served at least six (6) consecutive years as a full-time employee;

2. Applications shall be made to the Sabbatical Leave Committee which shall consist of five (5) members, two (2) appointed by the Association, one (1) of whom shall be a counselor, two appointed by the Faculty Senate and one (1) individual (who shall be Chairman) appointed by the President;

3. The Sabbatical Leave Committee shall make its recommendations to the President on or before February 1;

4. The leave is established to furnish opportunity for professional development through study, travel, research or other pursuits as may contribute to professional growth;

5. A unit member must wait at least six (6) consecutive years after taking sabbatical leave before s/he is eligible for another sabbatical leave;

6. Compensation during the leave shall be full salary for one (1) semester or one-half (1/2) salary for two (2) semesters;

7. The recipient retains all rights and privileges and benefits of regular employment. The recipient may accept a grant, a fellowship or similar monies usually identified with graduate or post-doctoral study;

8. Upon return from such leave, the unit member shall be placed at the same position on the salary schedule on which s/he would have been placed had s/he worked at the College during that period.

E. Jury Duty

Any employee covered under the terms of this Agreement who shall be summoned for Jury Duty shall receive full College pay and all other benefits theretofore received by such employee, for the full time of Jury Duty. Any such employee is required within three (3) days of receipt of such Jury Summons to notify the Office of the President of the receipt of such summons and in addition thereto, such employee shall be required to remit and surrender to the College any and all fees received by said employee for the rendering of said Jury Duty.

F. Vacation

Vacation leave for twelve (12) month employees shall be earned at the rate of 1.41 days per month up to 17 days per year.

G. Unpaid Leaves of Absence

1. Introduction

Any unit member may apply for a leave of absence without pay. During the period of such leave, all health benefits shall remain in effect provided the College is paid in advance on a monthly basis. In implementing this procedure, the College shall follow the example established by COBRA. Upon return from such leave, the unit member shall be placed at the same position on the salary schedule on which s/he would have been placed had s/he worked at the College during such period.

2. Advanced Study

A leave of absence of up to one (1) year may be granted by the Board of Trustees to any unit member upon application for the purpose of advanced study. The Board in its sole discretion may extend such leave up to one (1) additional year.

3. Exchange Teaching

A leave of absence of up to one (1) year may be granted to any unit member by the Board of Trustees upon application for the purpose of participating in the exchange teaching programs in other states, territories or countries or a cultural program related to his/her professional responsibilities. The Board in its sole discretion may extend such leave up to one (1) additional year.

4. Unpaid Service in Professional Organizations

A leave of absence of up to one (1) year may be granted to any unit member by the Board upon application for the purpose of serving as an officer of any professional Association or on its staff. The Board may extend such leave up to one (1) year in its sole discretion.

5. Maternity Leave

Maternity leave without pay shall be granted for one (1) calendar year. If more than a twelve (12) month leave is needed, a request for an extension shall be considered under the same conditions. Nothing herein shall preclude a unit member from utilizing accrued sick, vacation and personal days for said leave.

6. Child Rearing Leave

A unit member with a child under 90 days of age may apply for and shall be granted unpaid child rearing leave as stated in Paragraph (G)(5) "Maternity Leave," above.

7. Military Leave

a. A military leave without pay will be granted to any full-time employee who is inducted or who enlists for one enlistment period in any branch of the Armed Forces of the United States.

b. Leave will be granted to an employee to fulfill Reserve or National Guard commitments. Full-time personnel will receive full salary for time normally spent with the College, minus any monies received on a daily basis while fulfilling his/her military obligations.

8. Leave of Absence Without Pay

An approved Leave of Absence without pay for personal or professional situations necessitating such leave may be granted to a member of the Association for a period not to exceed one year. Request for such leave shall be made in writing to the immediate supervisor who will make his/her recommendation to the President. If said leave is denied by either the immediate supervisor or the President, the denial may be appealed to the Board at the next regularly scheduled meeting. The decision of the Board shall be final and not subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE X

INSURANCE

A. The existing Health Insurance Programs shall remain in effect for the life of this Agreement.

B. The existing Prescription Insurance Program shall remain in effect for the life of this Agreement.

C. The existing Dental Insurance Program shall remain in effect for the life of this Agreement.

D. The College reserves the right to change, without negotiation, the manner in which the Health Benefits in paragraphs A, B, and C are provided as long as such benefits are equivalent.

E. An understanding of the Insurance issue is attached as Exhibit D.

ARTICLE XI

EDUCATIONAL BENEFITS

A. Tuition Remission

1. Unit members, their spouse and dependents may take courses at the College tuition free provided space is available. There will be a twenty five (25%) percent discount for classes taken at the Culinary Arts Institute.

B. Professional Improvement

The College will provide its full time personnel with the opportunity to upgrade their professional skills.

Full-time employees may receive a tuition refund of a maximum of \$2,000 for courses taken during any fiscal year, subject to fund availability, under the following conditions:

1. Course(s) may be part of an accredited graduate degree program or selected graduate-level course(s) in the employee's current or related discipline or job related area. Undergraduate-level courses may also qualify under this program.

2. An applicant should consult with his/her supervisor prior to enrolling in courses to insure that work contemplated will qualify for funding and that funds are committed with final approval by the President or his/her designee.

3. An application to receive a refund must be submitted no later than 30 days after the completion of the course(s). All procedures on the application form must be followed. A transcript of the successful completion of courses and an official receipt of courses taken and costs must be provided as part of the application procedure to the Director of Personnel for processing. If the application is not received within thirty (30) days after completion of the course(s), or if all required documents are not submitted, reimbursement will not be forthcoming.

EXCEPTION: Said thirty (30) day time period may be extended under extenuating circumstances, providing notice is given to the Department of Personnel within said thirty (30) day time period.

4. Applicant shall obtain a grade of "C" or better for reimbursement.

ARTICLE XII

CONFERENCES AND TRAVEL

A. All members of the unit shall have the right to apply for attendance at job related professional organization annual conferences, workshops, seminars or other training conferences, subject to prior approval by the President's Office or his/her designee. The College shall pay all conference expenses, including, but not limited to transportation and lodging. Where the College requires such attendance, the College shall pay all expenses. Where the employee requests to attend and the College offers to pay only part of the expense, the employee may decline to attend.

B. Prior approval for attendance at conferences and seminars is required, regardless of the amount.

C. Meal allowance will be granted up to \$40.00 per diem, including gratuities, over a 24-hour period.

D. Meals included in convention registration fees shall be deducted from paragraph C above.

E. An employee required to travel using his/her own automobile shall be reimbursed at the rate of twenty-two (.22) cents per mile plus tolls and parking.

ARTICLE XIII

INITIAL EMPLOYMENT AND RETENTION OF UNIT MEMBER

A. Initial Employment

1. All unit members shall receive an individual employment contract.

2. When a prospective unit member is offered a position at the College, s/he shall be provided with a copy of this Agreement. This individual employment contract shall include:

A. Unit member's name;

B. The dates for which the appointment is effective;

C. The salary;

D. The faculty rank, if applicable;

E. Job description;

F. A list of the academic discipline or fields in which s/he is expected to teach or work;

3. The salary of a unit member hired during the academic year shall be prorated from the date of employment.

B. Date of Renewal of Employee Contracts

1. Notification of renewal of annual appointment for all Association members with the exception of Skills Specialists employed less than five (5) years shall be issued on or before March 15. Said contracts are to be signed and returned to the Office of the President no later than ten (10) days from receipt of said notification. Failure of an Association member to comply with this time period shall be deemed as non-acceptance.

2. Notification of non-renewal of employment of an Association member, with the exception of Skills Specialists, employed less than five (5) years shall be indicated in writing to the Association member and the Association not later than March 15.

3. Annual or multi-year contracts for all Association members, with the exception of Skills Specialists, employed five (5) or more years shall be issued on or before December 15. Said contracts are to be signed and returned to the Office of the President no later than ten (10) days from receipt of the letter.

C. Retention of Employment

1. For the purpose of retention of employment in the event of a reduction in size of the unit or elimination of a course, the affected person may exercise his/her seniority by displacing the most junior person working in a discipline(s) or field(s) for which the senior person is qualified. The College will follow the procedures outlined in N.J.S.A. 18A:60-3 and N.J.A.C. 9:4-5.6 et. seq.

2. In the event a unit member is recalled s/he shall not be considered a new employee for purposes of fringe benefits provided for unit members covered by this Agreement.

3. Paragraphs C (1) and (2) above shall not be applicable to Skills Specialists.

ARTICLE XIV

QUALIFICATIONS FOR FACULTY RANK

A. Culinary Arts

1. Instructor

Associate's Degree and/or equivalent industry experience to equal five (5) years.

2. Assistant Professor

Associate's degree with five (5) years experience or Bachelor's degree with an additional three (3) years experience in college teaching and/or a specific area of expertise.

3. Associate Professor

Associate's degree with seven (7) years experience or Bachelor's degree with five (5) years experience in college teaching and/or a specific area of expertise.

4. Professor

Associate's degree with nine (9) years experience or Bachelor's degree with seven (7) years experience in college teaching and/or a specific area of expertise and six (6) years college teaching experience.

B. Faculty Rank For All Other Faculty

1. Instructor:

Master's degree or equivalent experience. No previous teaching experience necessary.

2. Assistant Professor:

Master's degree plus 15 credits. Minimum of three (3) years college teaching experience.

3. Associate Professor:

Master's degree plus 30 credits. Minimum of six (6) years college teaching experience.

4. Professor:

Completion of an accredited doctoral program with the exception of the dissertation (ABD) or Master's degree plus 45 credits. Minimum of nine (9) years college teaching experience.

ARTICLE XV

PROCEDURES FOR PROMOTION

Faculty

1. All members of the academic community seeking promotion shall follow the identical process.
2. A written application for promotion to a higher faculty rank with commensurate salary shall be submitted to the Promotion Committee in care of the appropriate Administrator on or before February 1 by any faculty member who deems himself/herself to be eligible for higher rank, in accordance with the minimum requirements as set forth in Article XIV, "Qualifications for Faculty Rank."
3. The Promotion Committee shall consist of an appointment by the President, who shall serve as committee chair, a division chairperson elected annually by the division chairs, and two (2) faculty members to be elected annually by the Faculty Senate.
 - a. No division chairperson or unit member shall serve for two consecutive years on the committee. Where possible, no two unit members shall come from the same academic area. No member of the committee shall apply for promotion during term of service.
 - b. The promotion committee shall establish its own procedures.
4. Criteria for promotion shall include but not be limited to the following:
 - a. Teaching effectiveness;
 - b. Contributions to the College;
 - c. Scholarly and professional achievement;
 - d. Contributions to the community.
5. The Promotion Committee shall notify the individual of the results of the evaluation on or before April 15 and the applicant shall have seven (7) days to make a written request that his/her application be withdrawn from further consideration.
6. In the event a candidate receives at least one vote from the promotion committee, said candidate may directly appeal to the President to be recommended to the Board for promotion.

7. The Promotion Committee shall review documents and interview the candidates. The committee shall make its recommendations to the President of the College, ordered within rank, on or before April 15. The President shall make promotion recommendations at the May meeting of the Board of Trustees.

8. An individual may not be promoted within three (3) years of the effective date of his/her last promotion.

9. Promotions granted shall become effective at the beginning of the contract year which next succeeds the year of the application.

10. These procedures for promotion shall go into effect in the 1991-92 academic year and shall remain in effect for the duration of this agreement.

ARTICLE XVI

EVALUATIONS

A. Faculty Evaluations

1. General

Evaluation of faculty shall provide for a systematic and regular review of faculty and shall be used for the purpose of faculty development and improvement of instruction and as an aid in determining whether a faculty member shall be retained and/or promoted. Reference in the evaluation may be made to previous existing evaluations and the growth exhibited by the faculty member for his/her length of service at the College. Effective teaching is a most important element, but other factors, such as professional growth and development, relevant community service, service within the discipline and/or institution, scholarly achievement, administrative effectiveness, and relevant contributions to professional organizations shall be considered in the evaluation.

2. Evaluation of Non-Tenured Faculty

A comprehensive evaluation of all non-tenured faculty shall be conducted each year in accordance with the tenure procedure adopted by the Board which may include the following elements:

a. Class Observations by the Immediate Supervisor

A supervisor, who shall be the appropriate division chair, dean or director, shall conduct class observation(s) no earlier than the fifth week and no later than the twelfth

week of the semester. The faculty member involved shall be notified of said observation at least two weeks in advance. A copy of the observation report shall be given to the faculty member involved within one month of the observation, and s/he shall have an opportunity to comment upon said report. The observation report and the comments shall be part of the evaluation file. No more than two (2) observations shall be required annually. If desirable, additional observations may be arranged between observer and faculty member by mutual agreement.

b. Class Observations by a Peer of the Faculty Member

i. A peer is defined as a faculty member who has two years teaching experience at the College and, if possible, has previously taught the same or similar course. The peer shall be selected by the division or institute by an aggregate of faculty for each faculty member being evaluated.

ii. A copy of this observation report shall be given to the faculty member involved who shall have an opportunity to comment upon said report. The observation report and the comments shall be a part of the evaluation file.

c. Student Evaluations

i. Every non-tenured faculty member shall be evaluated by his/her students at least once per year. The student evaluation shall be conducted in each section taught by the faculty member and shall take place during the fourth, fifth or sixth week of instruction.

ii. The College shall select an appropriate Administrator to be responsible for distributing and collecting the student evaluation forms.

iii. The President shall select an appropriate Dean to summarize the results of the student evaluation forms and forward a copy of these results to the faculty member for his/her comments. The summary of comments shall be made a part of the evaluation file. Faculty members shall have the right to examine the student evaluation forms after grades have been submitted to the College.

d. Self-Evaluation

Each non-tenured faculty member shall prepare a self-evaluation each year. The self-evaluation shall be completed by February 15 and forwarded to the division Chairperson for his/her comments. The evaluation with comments, if any, shall be made a part of the evaluation file.

e. Evaluation and Recommendation by the Immediate Supervisor.

The appropriate division chair, institute dean or director shall prepare each year an independent evaluation for all non-tenured faculty. Copies of this evaluation shall be given to the faculty member and s/he shall be given an opportunity to comment upon same. The evaluation with comments shall be made a part of the evaluation file.

f. Review and Comments by the Dean for Academic Affairs

The entire evaluation file, described above, shall be forwarded to the Dean for Academic Affairs. The Dean shall review each file and shall append his/her comment. The Dean may hold an evaluation conference with the faculty member involved and prepare his/her final recommendation, which shall be communicated to the faculty member prior to the President's final recommendation to the Board.

3. Evaluation of Tenured Faculty

Tenured faculty will be evaluated in accordance with the guidelines promulgated in the New Jersey Administrative Code. The Board will forward a copy of said policy to the Association upon adoption.

4. General Evaluation Provisions

a. When a faculty member has a release time assignment, the appropriate administrator shall submit an evaluation to the Dean for Academic Affairs concerning the performance of the faculty member in this release time assignment. Where feasible, such evaluation shall become a part of the comprehensive evaluation and shall be a part of the evaluation file. The faculty member involved shall have an opportunity to comment upon this evaluation and his/her comments shall also become a part of the file.

b. Members of the faculty shall be included in the development or modification of all forms used in the evaluation processes described above.

B. Counselor Evaluations

1. Evaluation of counselors shall provide for a systematic and regular review of counselors and shall be used for the purpose of counselor development and improvement of instruction, if applicable, and as an aid in determining whether a counselor shall be retained. Reference in the evaluation may be made to previous existing evaluations and the growth exhibited by the counselor for his/her length of service at the College. Factors, such as professional growth and development, relevant community service, service

within the discipline and/or institution, scholarly achievement, administrative effectiveness and relevant contributions to professional organizations shall be considered in the evaluation.

2. All counselors shall be evaluated by February of the final year of their contract or annually for one-year contract members. An evaluation paralleling the faculty process, consisting of self-evaluation, peer evaluation, supervisors' (appropriate Dean and Immediate Supervisor) and student evaluations shall be developed jointly by the College and the Association. This process shall be used for all such evaluations.

ARTICLE XVII

STATEMENT ON ACADEMIC FREEDOM

A. The College herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education.

B. This means for the college teacher: Freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his/her academic duties.

C. Freedom in the classroom to discuss controversial issues relating to the course, with the knowledge s/he has an obligation to bear in mind his/her usual influence on the opinions and values of the students with whom s/he works.

D. The teacher shall retain all his/her rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the teacher presents an image to the public by which his/her profession and the College may be judged. Therefore, s/he must at all times be accurate, show respect for the opinions of others and must make clear that s/he is not an institutional spokesman.

ARTICLE XVIII

FACULTY RESPONSIBILITIES

A. Academic Year

The College shall establish an academic year for faculty members consisting of thirty-two (32) weeks divided into two (2) sixteen (16) week semesters each, which shall include the time allocated for final examinations. The Fall semester shall end no later than the twenty-third of December. The period between the Fall semester and the

Spring or second semester is designated as "semester break" for all faculty members and they are not required to perform any teaching or non-teaching duties during said period.

B. Academic Calendar

The President or his/her designee will forward a copy of the academic calendar to the Association President and the Faculty Senate for their comments at least five (5) business days before the calendar becomes official.

C. Normal Teaching Load

The normal teaching load for each full-time faculty member shall be fifteen (15) contact hours per semester with a maximum of thirty (30) contact hours per academic year. A contact hour is equivalent to fifty (50) minutes of instruction, lecture or lab.

D. Office Hours

1. A faculty member shall maintain one (1) hour per week for each five (5) hours of instruction assigned, including over-load courses for student consultation and advisement. The faculty member who teaches in the evening shall accommodate evening students with office hours in the evening.

2. A faculty member shall be responsible to perform student advisement and to assist in registration up to two (2) days per semester, contingent upon division needs in the discretion of the department chair.

E. Culinary Arts Institute

The Culinary Arts Institute workweek and workyear shall continue as currently established e.g. culinary arts faculty teaches twenty-six (26) hours per week, 120 days per year maximum.

ARTICLE XIX

ACADEMIC MATTERS

A. Scheduling of Courses and Overloads

1. Whenever possible the assignment of courses and sections shall be determined by the mutual agreement of the faculty member and her division chair. If there is no mutual agreement, whenever possible, preference in the selection of courses and sections shall be assigned on a semester rotation basis among the qualified members in that division.

2. Full-time faculty shall have the right of first refusal for six (6) contact hours of overload per semester including summer positions in their academic area/division.

3. Overload assignments are voluntary.

B. Teaching Hours and Teaching Load

1. Teaching schedules shall be arranged to provide a minimum of one preparation day per week and a maximum to be determined by each division.

2. Whenever possible teaching schedules shall be arranged so that the elapsed time between the beginning of the first class and the end of the last class shall not exceed eight (8) hours in any one day, unless greater elapsed time is agreed to by the affected faculty member.

3. Overloads shall not be subject to the time restrictions outlined in (B) (2) above.

4. As part of his/her normal teaching responsibility, a full-time faculty member shall be given no more than three (3) catalog number preparations per semester.

5. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course with the approval of the department chair and the Dean for Academic Affairs.

6. Faculty schedules are to be arranged wherever possible to allow faculty members to attend classes at other institutions of higher education and/or to facilitate course preparation.

7. A faculty member not scheduled for classes or other duties specified in this Agreement shall not be required to be present at the College.

C. Additional Faculty Assignments

1. Whether proposed by faculty or the Administration, additional faculty assignments such as preparing grant or aid requests, developing new programs, courses, or materials, or advising extracurricular clubs or activities shall be compensated in a manner agreed upon by both parties (e.g. release time, overload at adjunct instructor rate or adjunct hourly rate). Acceptance or rejection of said assignment shall be made at the sole discretion of the faculty member.

2. When such opportunities for extra compensation other than teaching are available, notice of such opportunities

shall be circulated by the appropriate Administrator to the Association President and the Faculty Senate President as soon as the information is available and before the position is filled.

3. The hourly rate for substitution will be at the adjunct rate with the exception of substitution for non-credit courses which will be at the non-credit hourly rate of \$20.00 per hour.

The formula for the adjunct hourly rate shall be as below:

$\$350.00 \times 3 = \$1,050.00$ divided by 45 = \$23.33 per hour.

4. Program and area coordinators shall be compensated at the rate of three (3) contact hours release time per semester.

5. The process for appointment or selection of program and area coordinators shall be determined by the faculty members and administrators of each division.

6. Responsibilities and compensation e.g. release time, overload, adjunct hourly rate for coordinator positions not specified in this article shall be determined by mutual agreement of the coordinator and the Administration.

7. Scoring of all writing samples for the purpose of placement shall be done by a scoring committee composed of three members of the English and Reading faculties. The per semester compensation for each member of said committee shall be three (3) contact hours at the adjunct instructor rate. A committee coordinator shall be compensated one (1) contact hour per semester at the same rate. During summer session each member shall receive one (1) additional contact hour. The summer session coordinator shall receive one (1) additional contact hour.

D. Course Materials

1. All texts and other teaching material shall be selected each semester by the full-time faculty members teaching the same course. The full-time faculty in the academic discipline shall jointly assign the texts to be used by the part-time faculty in that discipline. The foregoing are subject to approval each semester of the appropriate department chair.

2. All texts shall be reviewed each semester by the appropriate full-time faculty.

3. The texts must be selected sixty (60) days before the end of the semester preceding the classes in which they shall be used.

4. Selection of texts shall be made with due regard to the financial cost to the student.

E. Change in Location of Class

Faculty members may request a change in the location of a class. Such request shall be directed to the Registrar. This will not preclude conferring with the Department Chair.

F. Unstaffed Classes

No class shall remain unstaffed for more than three (3) contact hours. The College shall provide a permanent or temporary instructor to cover such a class.

G. Grading

No final course grade assigned by a faculty member to one of his/her students may be changed without his/her written consent.

H. Due Date for Final Grades

At least five (5) working days shall elapse from the end of final examinations before final grades are due.

I. Multiple Location

The College will make every reasonable effort to schedule faculty members' classes each day so as to avoid back and forth movement between college buildings.

J. Repairs, Alterations, and Regular Maintenance

Except in an emergency, repairs, alterations and regular maintenance shall not interfere with classroom instruction.

K. Payment Schedule

All ten month unit members shall have the option of receiving their annual salary in a ten or twelve month period.

ARTICLE XX

MISCELLANEOUS CONDITIONS OF EMPLOYMENT

A. Vacancies

Notice of any professional vacancy, faculty or administrative, shall be transmitted to the Association President prior to its publication off-campus.

B. Present or New Positions

Where a unit member applies for an open position, the unit member shall be notified of the disposition of her application.

C. Unit Member to Administration to Unit Member

Unit members who assume administrative duties and subsequently return to unit member status shall resume all rights and privileges, including tenure and seniority.

D. Elected Chairs

In the event there are newly elected chairs the Association and the College shall mutually agree to the terms and conditions of employment.

E. Summer Hours

1. It is understood that the provision of summer hours is at the sole discretion of the Board. The College shall inform the Association of the summer hour schedule, if applicable, on or before April 1.

2. In the event that there is a summer work schedule the work day will be Monday through Thursday beginning at either 8:00 a.m. or 9:00 a.m. and ending at either 5:15 p.m. or 6:15 p.m. with 30 minutes for lunch.

F. Voice or Image Reproduction

When the Board desires a unit member to make a tape or to produce a computer program, or when a unit member is interested in making a tape or producing a computer program, the Board and the unit member shall negotiate all terms and conditions involved in the production thereof, and the unit member shall have the right to be represented in the negotiations by any internal or external representative. The unit member shall have the right to copyright ownership, and may, on his/her own initiative, and assuming complete individual legal responsibility, market the individual program and the College shall recover the agreed on costs.

G. Outside Employment

Full-time employees must consider the College their primary employer. As such, they must be available and able to perform all of the position's required duties as outlined in existing job descriptions. Outside employment must not interfere with an employee's job hours and/or performance.

H. Required Uniforms, Lab Coats

Required uniforms and lab coats shall be provided by the College at no cost to unit members.

I. Photo Identification Cards

Photo identification cards shall be issued to all unit members and validated each semester.

ARTICLE XXI

NON-FACULTY

A. This article shall be applicable to Counselors, Career Institute, Tutorial Coordinators and Lab Coordinators, hereinafter referred to as "non-faculty."

B. Job Descriptions:

1. A copy of each job description shall be given to each unit member and to the Association.

2. Each position description must include the specific areas of responsibility and accountability of the unit members.

3. The Board shall have the right to change the job description during the term of this contract from time to time, as the Board in its sole discretion deems desirable. However, the unit member involved and the Association shall be notified upon any change in the written description.

4. Upon any significant changes in job description, the individual involved, along with a representative of the Association shall have an opportunity to discuss both the change in job description of title and a possible salary increase to reflect an increase in responsibilities or duties. If the unit member wishes to pursue the matter after this meeting, the Association may in its sole discretion, meet with the President of the College at a time mutually agreeable to all concerned for the purpose of discussing the matter. The Association may accept the President's decision in this matter or may appeal to the Personnel Committee of the Board, whose decision in the

matter shall be final and binding, and not subject to arbitration.

B. Grant Fund and Contract Unit Members

Grant fund and contract unit members shall be entitled to salary and benefits provided to other unit members.

C. Bumping Rights

In the event of a RIF (Reduction in Force) declared by the Board, counselors, career skills specialists, instructional support coordinators i.e. lab and tutorial coordinators will have bumping rights based upon seniority. Bumping rights will be within the respective groups as defined in paragraphs b, c and d in Article I, "Recognition," herein. Seniority shall be defined as years of service in respective areas b, c or d as above at the College. Bumping rights shall not be applicable to those individuals who are "non-renewed."

D. Work Schedules

1. Non-Faculty are assigned a 35-hour work week, exclusive of lunch hours.

2. Ten-month counselors shall have the option of receiving their annual salary over a ten-or twelve-month period.

3. During Fall and Spring registration periods, counselors shall be assigned a thirty-five (35) hour workweek, exclusive of lunch hours. A lunch hour shall be guaranteed each day of registration. Any additional hours worked during the registration period shall be considered overtime and be compensated at the hourly rate.

4. Non-Faculty unit members shall have the option to work overload in the evenings. Evening administrators and/or adjunct counselors shall be hired and assigned only after full-time counselors have been granted the overload option, and overload needs still exist. Non-Faculty shall have the first option for overload in their academic area/division. This shall include summer semester overload assignments. Said right of first refusal for overload shall be limited to six (6) contract hours per semester. The total overload shall be limited to nine (9) contract hours per semester.

Payment for these overload assignments shall be calculated as is payment for faculty overload (i.e. \$385.00 per contact hour).

5. During the times that classes are not in session, non-faculty shall, with the approval of their immediate

supervisor, have the option to adjust their work schedules, allowing the fulfillment of their job responsibilities.

6. Non-Faculty maintain the right to voluntarily participate in extra-curricular, student-related activities/projects throughout the college campus, provided that they continue to efficiently carry out their job-related duties and responsibilities.

7. Whether proposed by unit members or the Administration, additional unit member assignments such as preparing grant or aid requests, or developing new programs, courses, or materials or non-grant funded recruitment shall be compensated in a manner agreed upon by both parties (e.g. release time, overload at the adjunct instructor rate, adjunct hourly rate). In the area of recruitment, grant-funded counselors shall follow the recruitment responsibilities required by their funding. Acceptance or rejection of said assignments shall be made at the sole discretion of the unit member.

8. Counselors shall maintain membership in the New Jersey Counselors Community College Association. Membership shall continue to be paid by the College.

9. Flexibility time for professional development both on and off campus shall be granted to non-faculty provided said non-faculty can fill their job responsibilities at the discretion of the College.

ARTICLE XXII

COUNSELORS' CONDITIONS OF EMPLOYMENT

A. Registration

During Fall and Spring Registration period, counselors may be reassigned to registration areas and assist in general registration responsibilities. This reassignment shall not exceed the first week of semester classes, after which time counselors shall return to their offices in their respective areas for late registration.

Grant-funded counselors shall be assigned registration responsibilities in accordance with their funding.

B. Financial Aid

Counselors shall not be given or assigned financial aid duties or responsibilities except where expressly required by their grant-funding.

C. Assignment Locations

Whenever possible counselors will not be asked to make more than one relocation on any work day.

D. Teaching evaluations shall be the same as provided for faculty.

E. Multi-Year Contract:

The Board fully endorses N.J.S.A. 18A:60-14 and encourages the College President to recommend all eligible and deserving counselors who have been employed five (5) consecutive years by the College for multi-year contracts.

In the event a counselor does not receive a multi-year contract pursuant to the option in the Statute, said unit member will be afforded the opportunity to state his/her case before the Board.

ARTICLE XXIII

SKILLS SPECIALISTS

1. Hours of Work

Working hours for employees shall be seven (7) hours each day, exclusive of lunch period, five (5) days per week, to a total of thirty-five (35) hours per week. The work week for full-time Skills Specialists shall be Monday through Friday. It is understood that operating needs of the Career Institute/Division of Continuing Education shall govern the scheduling of shifts and hours.

2. Appointment

All appointments are to a contract-funded position for the duration of the project or for a period set by the College.

Appointments shall be for the purpose of implementing a contract/grant award. Skills Specialists shall carry out their duties in accordance with the procedures established by the College and/or contractor for the purpose of executing the contract.

3. Reappointment

Whenever possible written notice of reappointment shall be submitted no later than (30) days prior to reappointment unless a "Delay of Commitment" exists.

Reappointment to a renewed or continued project shall be for a period as set by the College.

4. Delay of Commitment

A "Delay of Commitment" shall exist at such time when a then present project is within thirty (30) days of termination and a continuing or renewable contract agreement is under negotiation.

In such cases, individuals under consideration for reappointment at the sole discretion of the College may be continued under the then terminated project on a week-to-week basis pending the outcome of the negotiations with the contractor, provided that:

- A. The project has or is given sufficient funds to cover salary expenditures, and
- B. The College has reasonable cause to believe that the contract/grant award will be made and accepted by the Board. No scheduled salary increases shall be made until such time as final contract/grant agreement documents have been duly executed.

ARTICLE XXIV

WORK OR BUSINESS INTERRUPTION

- A. No Professional Association representative will call, sanction, approve or engage in any strike or work interruption during the term of this Agreement.
- B. The Board and/or its agents will not engage in any lockout during the term of this Agreement.

ARTICLE XXV

ASSOCIATION ACTIVITIES

- A. The Association will provide the College with a list of the executive council no later than fifteen (15) days after the signing of this Agreement.
- B. The College agrees to grant upon request of employees covered by this Agreement time off with pay for the purpose of attending Association conventions and conferences, provided that:
 - 1. The total time off does not exceed the aggregate ten (10) days in a year;
 - 2. Written notice specifying the amount of time off is received by the College President at least ten (10) working days

in advance of the leave requested;
such leave request shall not be un-
reasonably refused.

C. Authorized leaves granted to an individual shall not exceed a maximum of five (5) days in a year period and three (3) days of paid leave for any single activity for any individual employee.

D. The Association has designated the Association President as the person from whom the request for Association leave will originate.

ARTICLE XXVI

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

ARTICLE XXVII

SALARY

Annual salary increases shall be calculated in the following manner:

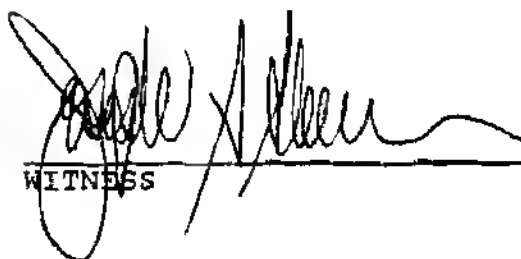
1. Effective July 1, 1991, a five (5%) percent increase over employee's base salary for the period of July 1, 1990 through June 30, 1991.
2. Effective January 1, 1992, a three (3%) percent increase over employee's base salary for the period of July 1, 1990 through June 30, 1991.
3. Effective July 1, 1992, a five (5%) percent increase over employee's January 1, 1992, base salary.
4. Effective January 1, 1993, a three (3%) percent increase over employee's January 1, 1992 base salary.
5. Effective July 1, 1993, a five (5%) percent increase over employee's January 1, 1993, base salary.
6. Effective January 1, 1994, a three (3%) percent increase over employee's January 1, 1993 base salary.

ARTICLE XXVIII

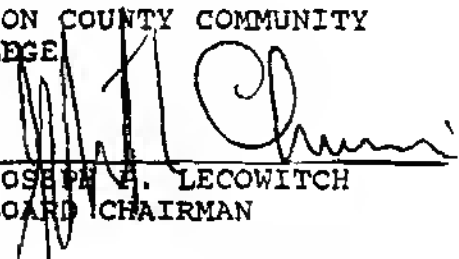
DURATION

This Agreement shall be effective July 1, 1991, and shall continue in effect until June 30, 1994.


IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this 12TH day of ~~October~~, 1991.
NOVEMBER


WITNESS

HUDSON COUNTY COMMUNITY
COLLEGE

BY: 
JOSEPH P. LECOWITCH
BOARD CHAIRMAN

HUDSON COUNTY COMMUNITY
COLLEGE PROFESSIONAL
ASSOCIATION


WITNESS

MPROFAGE.DOC

BY: 
DR. THEODORE KHARPERTIAN
PRESIDENT

APPENDIX "A" HOLIDAYS

Labor Day

Columbus Day

Election Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving Day

Christmas Eve

Christmas Day

One Week Between Christmas and New Year's Day

New Year's Day

The Day After New Year's Day

Martin Luther King Birthday

President's Weekend

Good Friday

Memorial Day

Independence Day

*Non-Faculty members shall be entitled to the foregoing holidays provided said member is working at the time the holiday occurs, e.g., those non-faculty members who do not work during July will not be paid additional compensation for Independence Day.

holi.2

**HUDSON COUNTY COMMUNITY COLLEGE
EVALUATION OF FULL-TIME FACULTY**

The criteria by which the faculty member is to be evaluated are (1) ability and preparation; (2) performance; (3) contributions to college and community (4) professional development.

The evaluation process will include:

1. A self-evaluation.
2. Evaluation by students.

This part of the evaluation shall follow the established procedure of seeking student input via a standardized questionnaire.

3. Evaluation by the Division Chairperson.

This evaluation shall include one or more class observations by the Chairperson or his/her designee. Prior to the Division Chairperson's submission of the evaluation forms (self-evaluation, supervisor's evaluation), the candidate by his/her signature shall indicate that she/he has reviewed these materials.

4. Evaluation by administration.

The Vice President for Academic Affairs/Dean shall make recommendations to the Executive Vice President concerning each full-time faculty member.

HUDSON COUNTY COMMUNITY COLLEGE

(2)

**EVALUATION FORM
FULL-TIME FACULTY**

DATE _____
NAME _____
TITLE _____
DATE OF INITIAL APPOINTMENT _____
CANDIDATE FOR: REAPPOINTMENT _____
MULTI-YEAR APPOINTMENT _____
IMMEDIATE SUPERVISOR _____

INSTRUCTIONS

This evaluation is to cover the accomplishments of the faculty member during the current academic year.

CHECKLIST

_____ **PART I -** To be completed by candidate.
_____ **PART II -** To be completed by The Division Chairperson.
_____ **PART III -** To be completed by Dean/Vice President.
_____ **PART IV -** To be completed by Executive Vice President and President.

Candidate's Signature _____

I am submitting written comments to the next level. _____

**Date of Board of
Trustee Action**

**Reappointment for the
Period**

**Not
Reappointed**

HUDSON COUNTY COMMUNITY COLLEGE

(3)

**FULL-TIME FACULTY
INDIVIDUAL SELF-ASSESSMENT**

DATE _____

As part of the review and evaluation process for reappointment, you are asked to complete the attached self-assessment form.

NAME _____

TITLE _____

DATE OF APPOINTMENT TO COLLEGE _____

DATE OF APPOINTMENT TO PRESENT POSITION _____

PREVIOUS POSITION(S) at HCCC _____

The self-evaluation should include:

- a) a review of performance and achievements during the current academic year.
- b) a complete description of current professional responsibilities, including teaching and special assignments.
- c) an analysis of professional contributions to the college and community.
- d) a statement of professional development activities over the past year, including publications, advanced degrees undertaken or completed, conferences attended and similar efforts.
- e) a statement of professional goals and objectives.

FACULTY EVALUATION
DIVISION CHAIRPERSON

(4)

Please comment on the faculty members performance in the following area:

- 1) Instructional assignments.
- 2) Contributions to College and Community.
- 3) Committee assignments.
- 4) Willingness to accept new and/or unanticipated work or assignments.
- 5) Rapport with students.
- 6) Reliability
- 7) Ability to define goals and organize to achieve them.
- 8) Professional development efforts.

COMMENTS

(Attach additional sheets as needed.)

Recommended _____

Not recommended _____

Signature

Date

FULL-TIME FACULTY EVALUATION

(5)

**DEAN/VICE PRESIDENT
FOR ACADEMIC AFFAIRS RECOMMENDATION**

I recommend - do not recommend (name of candidate)_____

_____for appointment to the position of

COMMENTS

**_____
Dean's/Vice President's
Signature**

**_____
Date**

FULL-TIME FACULTY EVALUATION

(6)

**EXECUTIVE VICE PRESIDENT'S RECOMMENDATION
PRESIDENT'S ACTION**

I recommend - do not recommend (name of candidate) _____
_____ for appointment to the position of _____

COMMENTS

Executive Vice President's
Signature

Date

PRESIDENT'S ACTION

Recommend _____

Do Not Recommend _____

President's Signature

Date

INSTRUCTOR EVALUATION QUESTIONNAIRE

EVALUACIÓN DE LA FACULTAD

Name of Instructor:

Nombre del Instructor:

Course Title and Number:

Materia, y código:

DIRECTIONS: Read carefully each of the items below. Indicate your agreement or disagreement with each item by blackening the appropriate numbered circle for each item. Please note that a response of 1 signifies strong agreement.

DIRECCIONES: Lea cuidadosamente cada uno de los acapites. Indique su criterio enscheciendo al círculo alrededor del número de acuerdo con la siguiente escala. Note por favor que una respuesta de 1 significa acuerdo fuerte.

0 = NOT APPLICABLE - NO APLICA
5 = NEVER - NUNCA
4 = NOT USUALLY - NO GENERALMENTE
3 = NOT SURE - NO ESTA SEGURO
2 = USUALLY - GENERALMENTE
1 = ALWAYS - SIEMPRE

- The instructor makes course objectives clear.
Profesor presenta objetivos de la materia claramente.
- The instructor is well prepared for each class.
Profesor se presenta bien preparado para su clase.
- The instructor begins classes promptly.
Profesor comienza su clase a la hora indicada.
- The instructor keeps the class for the entire period.
Profesor mantiene su clase el periodo completo.
- The instructor seems to have a thorough knowledge of the subject.
Profesor parece tener conocimiento profundo de su materia.
- The instructor presents course material in a way that helps students learn.
Presentación de la clase logra que los estudiantes aprendan.
- The instructor helps make difficult material clear.
Profesor logra presentar un material difícil de manera clara.
- The instructor speaks clearly and distinctly.
Profesor habla con claridad y precisión.
- The instructor clearly states the grading policy and requirements for the course.
Profesor especifica requisitos de la materia y sistema de calificación.
- The instructor gives clear and definite assignments.
Profesor señala tarea con precisión y claridad.
- The instructor assigns and returns homework, quizzes, examinations and papers.
Profesor devuelve tareas y trabajos especiales asignados, incluyendo exámenes.
- The instructor's grading standards are fair and consistent.
Sistema de calificación del profesor es justo y consistente.
- The instructor seems concerned about student progress.
Profesor parece interesado en el progreso del estudiante.
- The instructor is available and willing to give assistance.
Profesor es essequible, y está dispuesto a extender ayuda al estudiante.

1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5
1 2 3 4 5

FOR OVERALL EFFECTIVENESS, I would rate this instructor as:

EFFECTIVIDAD GLOBAL, calificaría al instructor como:

Poor ①
Below Average ②
Average ③
Above Average ④
Excellent ⑤
Pobre Menos que Acordado Acordado Más que Acordado Superior

STUDENT BACKGROUND: Select the most appropriate alternative.

EXPEDIENTE ESTUDIANTIL: Seleccione la alternativa apropiada.

- What is your cumulative GPA?
¿Cuál es su GPA (proporción puntos académicos)?
25-40 ① 25-40 ② 25-35 ③ 25-20 ④ 19 or below ⑤
- What grade do you expect to receive in this course?
¿Qué calificación espera recibir en esta materia?
A ① B ② C ③ D ④ F ⑤
- How many hours per week on the average did you spend preparing for this course?
¿Cuántas horas de estudio invierte usted cada semana preparándose en esta materia?
6 or more ① 6-7 ② 4-5 ③ 2-3 ④ 0-2 ⑤
- How many times have you been absent from class?
¿Cuántas veces ha estado usted ausente de esta clase?
More than ① 6-7 ② 1-5 ③ 2-3 ④ 0-2 ⑤

WRITTEN COMMENTS: One way in which an instructor can improve the course is through thoughtful student reactions. The instructor will use your comments for self-examination and improvement.

For each of the four categories listed below, please answer the following questions:

- What did you find to be most rewarding?
- What do you think should be improved? In what way?

COMENTARIOS ESCRITOS: Una manera mediante la cual el profesor puede mejorar sus clases es a través de comentarios series del estudiante. El profesor utilizará sus apreciaciones para una autorevisión.

En cada una de las categorías siguientes, por favor responda a las siguientes preguntas:

- ¿Qué encontró usted como lo más beneficioso?
- ¿Qué usted cree debe ser mejorado, y de qué modo?

Course Content:

Contenido de la materia:

Presentation:

Presentación:

Assignments:

Asignaciones, tareas:

Testing and Grading Procedures:

Calificaciones, y procedimientos de exámenes:

Other comments about the course and/or instructor
(Any ideas for changes that will strengthen the course
will be appreciated):

Otros comentarios sobre la materia, o el profesor
(Cualquier idea de cambios que pudiera mejorar
la clase):

For this course, would you recommend this instructor
to other students? Why?

¿Por esta materia, usted recomendaría al profesor
a otros estudiantes? ¿Por qué?

COURSE REFERENCE CODE												
A	A	A	1	1	1	A	A	A				
B	B	B	2	2	2	B	B	B				
C	C	C	3	3	3	C	C	C				
D	D	D	4	4	4	D	D	D				
E	E	E	5	5	5	E	E	E				
F	F	F	6	6	6	F	F	F				
G	G	G	7	7	7	G	G	G				
H	H	H	8	8	8	H	H	H				
I	I	I	9	9	9	I	I	I				
J	J	J	0	0	0	J	J	J				
K	K	K	1	1	1	K	K	K				
L	L	L	2	2	2	L	L	L				
M	M	M	3	3	3	M	M	M				
N	N	N	4	4	4	N	N	N				
O	O	O	5	5	5	O	O	O				
P	P	P	6	6	6	P	P	P				
Q	Q	Q	7	7	7	Q	Q	Q				
R	R	R	8	8	8	R	R	R				
S	S	S	9	9	9	S	S	S				
T	T	T	0	0	0	T	T	T				
U	U	U	1	1	1	U	U	U				
V	V	V	2	2	2	V	V	V				
W	W	W	3	3	3	W	W	W				
X	X	X	4	4	4	X	X	X				
Y	Y	Y	5	5	5	Y	Y	Y				
Z	Z	Z	6	6	6	Z	Z	Z				
			7	7	7							
			8	8	8							
			9	9	9							
			0	0	0							

BUDEON COUNTY COMMUNITY COLLEGE

EVALUATION FORM

NON-TEACHING PROFESSIONALS

NON-TEACHING PROFESSIONALS
INDIVIDUAL SELF-ASSESSMENT STATEMENT

DATE _____

As part of the review and evaluation process for reappointment, you are asked to complete the attached self-assessment form.

NAME _____

TITLE _____

DATE OF APPOINTMENT TO COLLEGE _____

DATE OF APPOINTMENT TO PRESENT POSITION _____

PREVIOUS POSITION(S) AT HCCC _____

The self-evaluation is to include:

- a) a review of past performance and achievements.
- b) a complete description of current professional responsibilities.
- c) an analysis of professional contributions and potential for continued development.
- d) a statement of professional goals and objectives.

HUDSON COUNTY COMMUNITY COLLEGE

EVALUATION FORM

NON-TEACHING PROFESSIONALS

DATE _____

NAME _____

TITLE _____

DATE OF INITIAL APPOINTMENT _____

CANDIDATE FOR: REAPPOINTMENT _____

MULTI-YEAR APPOINTMENT _____

IMMEDIATE SUPERVISOR _____

INSTRUCTIONS

This evaluation is to cover the entire professional record of the staff member at the College. The candidate may submit any additional materials he/she deems appropriate.

PART I - To be completed by candidate.

PART II - To be completed by immediate supervisor. Attach job description.

PART III - To be completed by Vice President/Dean (Other than immediate supervisor).

PART IV - To be completed by Executive Vice President and President.

CHECK LIST

Candidate's self-evaluation	_____
Additional materials	_____
Evaluations (FWR)	_____
Immediate Supervisor's evaluation	_____
Director/Dean's evaluation	_____
Executive Vice President's recommendation	_____

Candidate's Signature _____

I am submitting written comments to the next level. _____

Date of Board of
Trustee Action

Reappointment for the
Period

Not
Reappointed

HUDSON COUNTY COMMUNITY COLLEGE
EVALUATION OF NON-TEACHING PROFESSIONALS

The criteria by which the candidate is to be evaluated in his/her professional staff position are (1) ability; (2) performance; (3) contributions; (4) potential; (5) preparation.

The evaluation process will include:

1. A self-evaluation.
2. Evaluation by peers. "...who serve in a regular and continuing functional working relationship (FWR) to the candidate" may be used by immediate supervisor and/or candidate. If candidate and/or immediate superior chooses to use FWR evaluations, the immediate supervisor will send and collect forms. Those FWR's identified must be known to both parties.
3. Evaluations by Immediate Supervisor.

Prior to the immediate supervisor's submission of the evaluation forms (self-evaluation, supervisor's evaluation, FWR evaluations), the candidate by his signature shall indicate that he has read all of these evaluations.

**EVALUATION OF PROFESSIONAL STAFF BY PEERS HAVING
A FUNCTIONAL WORKING RELATIONSHIP WITH THE CANDIDATE**

As part of the annual review and evaluation process for professional staff members, we are evaluating the performance of

Name of Administrator as _____
Title

It is my understanding that within the past years you have had the opportunity to work in a functional working relationship with the administrator named above. Please complete this evaluation. All evaluative information will be shared with the professional staff member under review.

Please return this form to _____ BY _____.

The following statement reflects my observation and appraisal of the above named administrator's (a) ability; (b) performance; (c) contributions; (d) potential; (e) preparation.

Signature

Date

PART II

STAFF EVALUATION

IMMEDIATE SUPERVISOR

Attach the staff member's job description. Please comment on it and on his/her performance in the following areas:

- 1) Willingness to accept new and/or unanticipated work or assignments.
- 2) Supervision.
- 3) Ability to plan, organize and carry out general assignments.
- 4) Ability to handle unanticipated demands.
- 5) Reliability.
- 6) Ability to define goals and organize to achieve them.
- 7) Commitment to volunteer obligations.

STAFF EVALUATION
VICE PRESIDENT/DEAN

Attached is the staff member's job description. Please comment on it and on his/her performance in the following areas:

- 1) Willingness to accept new and/or unanticipated work or assignments.
- 2) Supervision.
- 3) Ability to plan, organize and carry out general assignments.
- 4) Ability to handle unanticipated demands.
- 5) Reliability.
- 6) Ability to define goals and organize to achieve them.
- 7) Commitment to volunteer obligations.

APPENDIX D

The parties agree that the cost of providing health insurance coverage for the College employees has been escalating and continues to escalate. In an effort to gain control upon said cost, the parties agree to the following:

A. The Union will select one of its membership to serve on a committee, which will include other bargaining unit representatives and members of the College, to review current insurance policies and costs and the benefits provided thereto.

B. The purpose of this committee will be to find a mutually acceptable means of lowering the insurance costs, including, but not limited to the following: limiting the benefits, increasing deductibles, increasing co-payments and/or changing carriers.

C. The parties agree that each will work in good faith to limit and/or lower the cost of health insurance coverage.